

recording
6/7/79
at 4:00 pm
DECLARATION OF *slr*

433/28

PROTECTIVE COVENANTS & RESTRICTIONS

GOAT PEAK RANCH

THE UNDERSIGNED HEREBY DECLARES THAT THEY ARE THE OWNERS, CONTRACT PURCHASERS, OF THE LAND PLATTED AS GOAT PEAK RANCH, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

The South 1/2 of the Northeast 1/4 of Section 34 AND
The Southwest 1/4 of the Northwest 1/4 of Section 35,
Township 20 North, Range 14 E.W.M., Division I.

AND

The South 1/2 of the Northeast 1/4 lying west of Goat
Peak Ranch Division I, AND
The South 1/2 of the Northwest 1/4 and the North 1/2
of the Southwest 1/4 of Section 34, Township 20 North,
Range 14 E.W.M., Division II.

AND

Lot Four, Section 3, Township 19 North, Range 14 E.W.M.
AND The Southeast 1/4 of the Southeast 1/4 of Section
33; AND The South 1/2 of the Southwest 1/4 of Section
34, Township 20 North, Range 14 E.W.M., Division III.

EXCEPT those easements, reservations and district assess-
ments of record.

All in the County of Kittitas, State of Washington.

THESE COVENANTS ARE A FINAL AMENDMENT TO THOSE COVENANTS DATED
MAY 3, 1976, FILED UNDER AUDITOR'S NO. 404439, VOLUME 71, PAGES
4 - 10 AND AS AUTHORIZED REPLACE THOSE COVENANTS.

THE UNDERSIGNED, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, REPRESENTATIVES OR ASSIGNS, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFITS ACCRUING TO EACH OF THE PARTIES HERETO, AND TO THE PROPERTIES HEREINAFTER SET FORTH, DO BY THESE PRESENTS COVENANT AND AGREE, AND IMPOSE UPON ALL OF THE LAND HEREINABOVE DESCRIBED, THE FOLLOWING RESTRICTIONS AND CONDITIONS:

SECTION 1:

EACH OWNER BY ACCEPTING A DEED TO OR LAND CONTRACT FOR OR LEGALLY DIVIDED PORTION OF A FIVE ACRE ± TRACT OF LAND WITHIN THE PLAT KNOWN AS GOAT PEAK RANCH SHALL AGREE TO JOIN INTO AN OWNERS ASSOCIATION WHEN UPON WRITTEN NOTICE BY THE UNDERSIGNED, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, REPRESENTATIVES OR ASSIGNS THAT AN ASSOCIATION BE FORMED. EACH OWNER WILL HAVE ONE VOTE. THE RESTRICTIONS CONTAINED HEREIN SHALL BE PERPETUAL, PROVIDED, HOWEVER, THAT UPON APPROVAL OF A THREE-FOURTHS MAJORITY OF MEMBERS OF THE ASSOCIATION, SAID RESTRICTIONS MAY BE MODIFIED.

THESE AGREEMENTS SHALL BE COVENANTS RUNNING WITH THE PROPERTY HEREIN DESCRIBED AND SHALL BE BINDING ON THE PARTIES HERETO, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND IN CASE OF A BREACH OF ANY OF THE FOREGOING AGREEMENTS OR THE VIOLATION OF ANY OF THE FOREGOING COVENANTS, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY OF THE PROPERTY DESCRIBED HEREIN TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS BREACHING SAID AGREEMENTS OR VIOLATING SAID COVENANTS OR ATTEMPTING TO DO SAME, AND EITHER PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH BREACH OR VIOLATION, BUT THE UNDERSIGNED SHALL HAVE NO OBLIGATION TO ENFORCE OR TO SEEK THE ENFORCEMENT OF THESE COVENANTS. THE UNDERSIGNED SHALL HAVE NO LIABILITY FOR THE ENFORCEMENT OR NON-ENFORCEMENT OF THESE COVENANTS. UNTIL AN ASSOCIATION IS FORMED ANY TRACT OWNER WOULD HAVE LIABILITY OF REPRESENTING THEMSELVES AS INDIVIDUAL TRACT OWNERS.

IN ADDITION TO THESE COVENANTS THE ASSOCIATION SHALL ACCEPT ALL ROADS AND MAINTENANCE THEREOF. THE ASSOCIATION WILL DEVELOP BYLAWS TO INCLUDE BUT NOT BE LIMITED TO ITEMS OF THE FOLLOWING NATURE: REGULAR ANNUAL OR SPECIAL ASSESSMENTS TO ADMINISTER THESE COVENANTS, ROAD MAINTENANCE, RECREATION, HEALTH, SAFETY, COMFORT, CONVENIENCE AND WELFARE OF THE OWNERS OF GOAT PEAK RANCH. THE UNDERSIGNED, SUCCESSORS, OR ASSIGNS SHALL CONSTRUCT ONLY ROADS THAT MAY BE REQUIRED AT THE TIME PLATS ARE APPROVED. ANY RIGHTS, TITLE, OR INTEREST IN SAID ROADS SHALL BE CONVEYED TO, AND THE ASSOCIATION WHEN FORMED MUST ACCEPT.

THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, RESERVES THE RIGHT TO AMEND THESE COVENANTS UP TO THE TIME AN ASSOCIATION IS FORMED AND ADDITIONAL PLATTED DIVISIONS CAN BE INCLUDED, AND THAT SAID ADDITIONAL PROPERTIES ARE SUBJECT TO THE SAME DECLARATIONS AS CONTAINED HEREIN.

SECTION 2:

SO LONG AS ANY BALANCE OF THE PURCHASE PRICE REMAINS UNPAID, PURCHASER, ITS SUCCESSORS OR ASSIGNS SHALL NOT CLEAR-CUT THE TREES ON THE PROPERTY HEREIN DESCRIBED, BUT MAY CUT TREES ONLY FOR THE PURPOSE OF CLEARING A BUILDING SITE, WIND DAMAGE OR FIRE. WHERE ANY TREES ARE CUT, SUCH TREES SHALL BE CUT IN A WORKMANLIKE MANNER, ADHERING TO THE GUIDELINES ESTABLISHED BY THE U. S. FOREST SERVICE.

SO LONG AS ANY BALANCE OF THE PURCHASE PRICE REMAINS UNPAID, PURCHASER SHALL NOT REMOVE FROM PROPERTY ANY MINERALS, DIRT, GRAVEL, SAND, ROCK OR ANY OTHER NATURAL MATERIAL EXCEPT AS MAY BE STRICTLY NECESSARY FOR THE CONSTRUCTION OF ROADS AND BUILDING SITES THEREON. NO COMMERCIAL TREE CUTTING ALLOWED.

SECTION 3:

ALL CONSTRUCTION SHALL BE OF GOOD QUALITY, WORKMANSHIP AND MATERIALS. NO DWELLING SHALL BE USED FOR ANY OTHER PURPOSE THAN ONE SINGLE FAMILY RECREATIONAL OR RESIDENTIAL PURPOSE. ALL BUILDINGS WILL COMPLY WITH THE BUILDING CODES OF KITTITAS COUNTY, AND PLUMBING WITH THE KITTITAS COUNTY HEALTH DEPARTMENT. THE WORK OF CONSTRUCTING ANY STRUCTURE SHALL BE DILIGENTLY PROSECUTED FROM ITS COMMENCEMENT UNTIL COMPLETION, BUT IN ANY EVENT THE EXTERIOR SHALL BE COMPLETED WITHIN ONE YEAR OF COMMENCEMENT AND SHALL HAVE A FLAT (NO GLOSS) WOOD STAIN APPEARANCE.

NO STRUCTURE OF A TEMPORARY CHARACTER SHALL BE USED AS A RESIDENCE.

BUILDING SET-BACKS SHALL COMPLY WITH APPROPRIATE ORDINANCES.

SECTION 4:

MOBILE HOMES ARE NOT PERMITTED. TRAILERS AND CAMPERS WILL BE PERMITTED FOR USE ONLY ON A TEMPORARY BASIS (I.E. DURING SUMMER MONTHS) OR DURING CONSTRUCTION. TEMPORARY USE OF TRAILERS AND CAMPERS SHALL BE DISCONTINUED FOR AT LEAST 5 MONTHS OF EACH YEAR.

SECTION 5:

NO VEHICLE SHALL EVER BE ABANDONED OR DISMANTLED AND NO MAJOR VEHICLE REPAIR WORK SHALL EVER BE PERFORMED ON ANY TRACT.

SECTION 6:

FENCES SHALL BE WELL CONSTRUCTED OF FENCING MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCE OF THE DWELLING HOUSE LOCATED UPON ADJACENT BUILDING SITES.

SECTION 7:

EACH TRACT SHALL BE MAINTAINED IN A CLEAN, SIGHTLY CONDITION AT ALL TIMES AND BE KEPT FREE OF LITTER, JUNK, TRASH, RUBBISH, GARBAGE, WEEDS, DEBRIS, CONTAINERS, EQUIPMENT, AND BUILDING MATERIALS. HOWEVER, THE REASONABLE KEEPING OF EQUIPMENT AND MATERIALS ON A TRACT SHALL BE KEPT IN SANITARY CONTAINERS WHICH SHALL BE CONCEALED FROM VIEW AND REGULARLY EMPTIED. SHOULD ANY TRACT OWNER FAIL TO REMOVE ANY SUCH LITTER, JUNK, TRASH, RUBBISH GARBAGE, WEEDS, AND DEBRIS, THE UNDERSIGNED SHALL HAVE THE RIGHT TO ENTER UPON THE LAND AND TO DO ANY AND ALL ACTS IN ITS OPINION NECESSARY TO REMOVE THE SAME AND CHARGE THE EXPENSES OF REMOVAL TO SAID TRACT OWNER.

SECTION 8:

HOUSEHOLD PETS AND HORSES SHALL BE PERMITTED FOR PURPOSE OF PRIVATE USE AND ENJOYMENT, PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO SWINE, FUR BEARING ANIMALS, CHICKENS, MAY BE RAISED FOR COMMERCIAL PURPOSES.

SECTION 9:

NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY TRACT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE

STATE HEALTH DEPARTMENT AND THE KITTITAS COUNTY HEALTH DEPARTMENT. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY.

SECTION 10:

NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY TRACT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE KITTITAS COUNTY HEALTH DEPARTMENT. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY. ANY FURTHER SUB-DIVISION OF TRACTS WITHIN THIS PLAT SHALL BE APPROVED BY THE KITTITAS COUNTY HEALTH DEPARTMENT AS TO THE SUITABILITY OF SEWAGE DISPOSAL.

SECTION 11:

NO SIGN, BILLBOARD OR ADVERTISING STRUCTURE SHALL BE LOCATED ON ANY TRACT.

SECTION 12:

NO VEHICLES SHALL BE PARKED OR KEPT ON ANY ROADS OR RIGHT OF WAY.

SECTION 13:

RECREATIONAL VEHICLES MAY BE DRIVEN ON ROADS WITHIN THE PLAT FOR INGRESS OR EGRESS TO ANY INDIVIDUAL TRACT ONLY. MOTOR BIKES, SNOWMOBILES, ETC., SHOULD BE USED IN PUBLIC AREA ONLY OUTSIDE THE PLAT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY TRACT WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE.

SECTION 14:

NO HUNTING OR TARGET SHOOTING WILL BE PERMITTED WITHIN THE PLAT KNOWN AS GOAT PEAK RANCH.

SECTION 15:

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TEN YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF FIVE YEARS UNLESS AN ASSOCIATION IS FORMED AND AN

INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE TRACT HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

SECTION 16:

ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

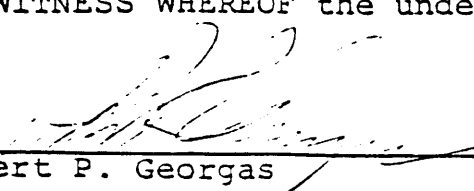
SECTION 17:

THE RIGHT IS RESERVED TO CONSTRUCT PUBLIC UTILITIES ON THE ROADS OF THE PLAT EITHER ABOVE OR BELOW GROUND AND TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE TRACTS SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT TO DRAIN THE ROADS OVER OR ACROSS ANY TRACT WHERE WATER MAY TAKE A NATURAL DRAINAGE SHALL BE MADE WITHOUT THE PRIOR APPROVAL OF THE UNDERSIGNED. THE INSTALLATION OF AT LEAST AN ADEQUATE SIZED CULVERT SO TO NOT RESTRICT DRAINAGE WILL BE THE IMMEDIATE RESPONSIBILITY OF ANY PROPERTY OWNER WHO DEVELOPS A DRIVEWAY OR ANY TYPE OF ACCESS FROM ANY ROAD SYSTEM WITHIN THE PLAT TO AN INDIVIDUAL TRACT.

SECTION 18:

A PERPETUAL EASEMENT IS RESERVED FIVE FEET WIDE ON ALL TRACT LINES WITHIN THE PLAT TO ALLOW FOR CONSTRUCTION OF ANY UTILITIES. RELATED COSTS TO SAID CONSTRUCTION WILL BE PAID BY THOSE INDIVIDUAL TRACT OWNERS WANTING THESE SERVICES AND MUST FOLLOW REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF ANY AUTHORITY HAVING JURISDICTION IN THESE MATTERS.

IN WITNESS WHEREOF the undersigned have affixed their signatures.


Robert P. Georgas

EAST CASCADE PROPERTIES, a Washington State Limited Partnership and EAST NELSON ROAD PROPERTIES, a Washington State Limited Partnership, GREAT WEST MARKETING ASSOCIATES, INC., the General Partner, of both.


Toni Georgas

By: 
Robert P. Georgas, President

STATE OF WASHINGTON)
County of Kittitas) ss.

On this day personally appeared before me ROBERT P. GEORGAS known to me to be the President of GREAT WEST MARKETING ASSOCIATES, INC., the corporation that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 30 day of May, 1979.

RLS
NOTARY PUBLIC in and for the
State of Washington, residing
in Ellensburg.

STATE OF WASHINGTON)
County of Kittitas) ss.

On this day personally appeared before me ROBERT P. GEORGAS and TONI GEORGAS, known to me to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of May, 1979.

RLS
NOTARY PUBLIC in and for the
State of Washington, residing
in Ellensburg.